

UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
PORTLAND DIVISION

BARBARA R. SPERL, individually and on behalf
of the Estate of Phillip A. Sperl

Plaintiff,

v.

CURTISS-WRIGHT CORPORATION;
EATON AEROQUIP LLC, individually and as
successor to Aeroquip Corp.;
GENERAL ELECTRIC COMPANY;
THE GOODYEAR TIRE & RUBBER
COMPANY, individually and as successor to
Goodyear Aerospace Corp.;
HONEYWELL INTERNATIONAL INC.,
successor-in-interest to ALLIED SIGNAL,
INC., successor-in-interest to BENDIX
CORPORATION;
LOCKHEED MARTIN CORPORATION;
METROPOLITAN LIFE INSURANCE
COMPANY;
NORTHROP GRUMMAN CORPORATION;
PARKER-HANNIFIN CORPORATION;
PNEUMO ABEX, LLC;
RAYTHEON TECHNOLOGIES
CORPORATION;
SIKORSKY AIRCRAFT CORPORATION;
THE BOEING COMPANY; and
VIACOMCBS, INC.,

Defendants.

NO.

COMPLAINT

Personal Injury and Wrongful Death
Action (28 U.S.C. § 1332)

DEMAND FOR JURY TRIAL

1 Plaintiff, Barbara R. Sperl, wife and personal representative for the Estate of Phillip A.
2 Sperl, by and through their counsel of record, hereby state and allege as follows:

3 1. This complaint asserts personal injury and wrongful death claims against
4 Defendants based on their manufacture, design, sale, and distribution of asbestos-containing
5 products and equipment that contained and/or required asbestos-containing materials in order to
6 function properly.

7 **I. PARTIES**

8 2. Plaintiff Barbara R. Sperl, resides in Salem, Oregon and is the surviving spouse of
9 Phillip A. Sperl.

10 3. Phillip A. Sperl passed away on June 18, 2020 due to mesothelioma, a rare cancer
11 caused by exposure to asbestos.

12 4. Barbara R. Sperl was appointed the personal representative of the Estate of Phillip
13 A. Sperl on August 13, 2020.

14 5. Defendant CBS Corporation is a Delaware corporation with its principal place of
15 business in New York. CBS Corp. is the successor to the Westinghouse Electric Corporation, a
16 manufacturer of jet engines in the 1950s and '60s.

17 6. Defendant Curtiss-Wright Corporation is a Delaware corporation with its
18 principal place of business in North Carolina.

19 7. Defendant Eaton Aeroquip LLC is an Ohio company with its principal place of
20 business in Ohio. Eaton Corporation is the successor to, and current seller of, Aeroquip Corp.
21 aircraft hoses and fittings.

22 8. Defendant General Electric is a New York corporation with its principal place of
23 business in Massachusetts.

1 9. Defendant The Goodyear Tire & Rubber Company is an Ohio corporation with its
2 principal place of business in Ohio.

3 10. Defendant Honeywell International, Inc. is a Delaware corporation with its
4 principal place of business in North Carolina. Honeywell International, Inc. is the successor to
5 Bendix Corp. and AlliedSignal Corp.

6 11. Defendant Lockheed Martin Corp. is a Maryland corporation with its principal
7 place of business in Maryland.

8 12. Defendant Metropolitan Life Insurance Corporation is Delaware corporation with
9 its principal place of business in New York.

10 13. Defendant Northrop Grumman Corporation is a Delaware corporation with its
11 principal place of business in Virginia.

12 14. Defendant Parker-Hannifin Corporation is an Ohio corporation with its principal
13 place of business in Ohio.

14 15. Defendant Pneumo Abex LLC is a Delaware corporation with its principal place
15 of business in New York corporation.

16 16. Defendant Raytheon Technologies Corp., doing business as Pratt & Whitney, is a
17 Delaware Corporation with its principal place of business in Massachusetts.

18 17. Defendant Sikorsky Aircraft Corp. is a Delaware corporation with its principal
19 place of business in Connecticut.

20 18. Defendant The Boeing Company is an Illinois corporation with its principal place
21 of business in Illinois.

B. Defendant Curtiss-Wright Corp.

25. Defendant Curtiss-Wright Corp designed, manufactured, marketed, and sold aircraft and jet engines that were equipped with asbestos-containing parts and utilized asbestos products, including but not limited to R-3350 and R-1820-76A Cyclone 9 engines.

26. As an aircraft mechanic at NAS Whidbey, Phillip Sperl was exposed to asbestos while performing maintenance and repair work on aircraft that utilized Curtiss-Wright R-3350 engines, including Lockheed P-2 Neptune aircraft.

27. From May 1965 through December 1966, while working the US Civil Service, Department of Defense out of the Portland International Airport in Oregon, Phillip Sperl performed maintenance and repair work on HU-16 Albatross aircraft, exposing him to asbestos from Curtiss-Wright R-1820-76A Cyclone 9 engines.

28. Phillip Sperl was further exposed to asbestos while he performed maintenance on C-119 aircraft powered by Curtiss-Wright R-3350 engines.

C. Defendant Eaton Aeroquip LLC

29. Defendant Eaton Aeroquip LLC, as successor to Aeroquip Corporation, designed, manufactured, marketed, and sold Aeroquip brand hydraulic hose and hose sleeves that incorporated and/or were designed to utilize asbestos sleeves in order to function properly.

30. Phillip Sperl was exposed to asbestos while performing maintenance and repair work on Aeroquip brand hoses that utilized asbestos insulating sleeves throughout his career as an aircraft mechanic from 1957 through 1971.

D. Defendant General Electric

31. Defendant General Electric designed, manufactured, marketed, and sold aircraft engines that were equipped with asbestos-containing parts and utilized asbestos products, including but not limited to General Electric CT58-100 turboshaft engines.

1 32. In or around 1969, Phillip Sperl was exposed to asbestos while performing
2 maintenance and repair work on General Electric CT58-100 turboshaft engines present on
3 Sikorsky S-61 helicopters.

4 **E. Defendant Goodyear Tire and Rubber Co.**

5 33. Defendant Goodyear Tire and Rubber Co., doing business as Goodyear
6 Aerospace, designed, manufactured, marketed, and sold asbestos-containing braking components
7 used on the aircraft on which Phillip Sperl regularly performed repair and maintenance work.

8 34. Phillip Sperl was exposed to asbestos while performing maintenance and repair
9 work on aircraft brake components that utilized asbestos containing Goodyear Aerospace brand
10 brakes and friction materials throughout his career as an aircraft mechanic from 1957 through
11 1971.

12 **F. Defendant Honeywell International, Inc.**

13 35. Defendant Honeywell International, Inc., as successor to Bendix Corp., designed,
14 manufactured, marketed, and sold asbestos-containing braking components used on the aircraft
15 on which Phillip Sperl regularly performed repair and maintenance work.

16 36. Phillip Sperl was exposed to asbestos while performing maintenance and repair
17 work on aircraft brake components that utilized asbestos containing Bendix brand brakes and
18 friction materials throughout his career as an aircraft mechanic from 1957 through 1971.

19 **G. Defendant Lockheed Martin Corp.**

20 37. Defendant Lockheed Martin Corp. designed, manufactured, marketed, and sold
21 aircraft that were equipped with asbestos-containing parts and utilized asbestos products,
22 including but not limited to Lockheed P-2 Neptune airplanes.
23

1 38. As an aircraft mechanic at NAS Whidbey, Phillip Sperl was exposed to asbestos
2 while performing maintenance and repair work on Lockheed aircraft, including Lockheed P-2
3 Neptune airplanes.

4 **H. Defendant Northrop Grumman**

5 39. Defendant Northrop Grumman designed, manufactured, marketed, and sold
6 aircraft that were equipped with asbestos-containing parts and utilized asbestos products,
7 including but not limited to Grumman F9F-8, 8T Cougar, and HU-16 airplanes.

8 40. As an aircraft mechanic at NAS Whidbey, Phillip Sperl was exposed to asbestos
9 while performing maintenance and repair work on Lockheed aircraft, including Grumman F9F-8
10 and 8T Cougar airplanes.

11 41. Phillip Sperl was also exposed to asbestos from asbestos-containing parts and
12 materials while performing maintenance and repair work on Grumman HU-16 airplanes in 1965
13 and 1966 while working in the U.S. Civil Service in Portland, Oregon.

14 **I. Defendant Parker Hannifin Corporation**

15 42. Defendant Parker Hannifin Corporation designed, manufactured, marketed, and
16 sold asbestos-containing brakes and braking components used on the aircraft on which Phillip
17 Sperl regularly performed repair and maintenance work.

18 43. Phillip Sperl was exposed to asbestos while performing maintenance and repair
19 work on Parker Hannifin braking assemblies that contained, and were designed to utilize,
20 asbestos-containing parts and friction materials throughout his career as an aircraft mechanic
21 from 1957 through 1971.
22
23

1 **J. Defendant Pneumo Abex LLC**

2 44. Defendant Pneumo Abex LLC, as successor to Abex Corporation, designed,
3 manufactured, marketed, and sold asbestos-containing braking components used on the aircraft
4 on which Phillip Sperl regularly performed repair and maintenance work.

5 45. Phillip Sperl was exposed to asbestos while performing maintenance and repair
6 work on aircraft brake components that utilized asbestos containing Abex brand brakes and
7 friction materials throughout his career as an aircraft mechanic from 1957 through 1971.

8 **K. Defendant Raytheon Technologies Corp. d/b/a Pratt & Whitney**

9 46. Defendant Raytheon Technologies, doing business as Pratt & Whitney, designed,
10 manufactured, marketed, and sold aircraft engines that were equipped with asbestos-containing
11 parts and utilized asbestos materials, including but not limited to Pratt & Whitney J48-P-8
12 turbojet engines, JT8D turbofan engines, JT3D turbofan engines, JT3C-6 turbojet engines, and
13 R-4360-30 engines.

14 47. While performing aircraft maintenance and repair work at NAS Whidbey, Phillip
15 Sperl was exposed to asbestos from Pratt and Whitney J48-P-8 engines on Northrup Grumman
16 F9F-8 and 8T Cougar aircraft.

17 48. From approximately 1963 through 1965, Phillip Sperl was exposed to asbestos
18 while performing aircraft maintenance and repair work as a mechanic for United Airlines out of
19 the San Francisco International Airport on Pratt & Whitney turbofan engines used on Boeing
20 airplanes, including 707s, 720s, and 727s.

21 49. As a mechanic for United Airlines, Phillip Sperl was further exposed to asbestos
22 while performing aircraft maintenance and repair work as a mechanic for United Airlines out of
23 the San Francisco International Airport on Pratt & Whitney JT3C-6 turbojet engines used on
Douglas DC-8 and DC-8-10 airplanes.

1 50. While working for the U.S. Civil Service from May 1965 until December 1966,
2 Phillip Sperl was exposed to asbestos through maintenance and repair work he performed on
3 Pratt & Whitney R-4360-30 engines on Grumman C-119 airplanes.

4 51. In 1969, Phillip Sperl was exposed to asbestos through maintenance and repair
5 work he performed on Pratt & Whitney engines on Douglas DC-8 airplanes as a mechanic for
6 SFO Helicopter, Inc.

7 **L. Defendant Sikorsky Aircraft Corp.**

8 52. Defendant Sikorsky Aircraft Corp. designed, manufactured, marketed, and sold
9 aircraft that were equipped with asbestos-containing parts and utilized asbestos products,
10 including but not limited to Sikorsky S-61 helicopters.

11 53. In or around 1969, Phillip Sperl worked for the Columbia Construction Helicopter
12 Inc. located in Portland, Oregon.

13 54. As a mechanic at Columbia Construction Helicopter Inc., Phillip Sperl was
14 exposed to asbestos while performing maintenance and repair work on Sikorsky S-61
15 Helicopters that contained asbestos components and materials.

16 **M. Defendant The Boeing Company**

17 55. Defendant The Boeing Company, individually and as successor to Douglas
18 Aircraft Corp., designed, manufactured, marketed, and sold aircraft that were equipped with
19 asbestos-containing parts and utilized asbestos products, including but not limited to Boeing
20 720s, 727s, and 707s, as well as Douglas DC-8 and DC-8-10 airplanes.

21 56. As an aircraft mechanic at United Airlines, Phillip Sperl was exposed to asbestos
22 while performing maintenance and repair work on Boeing 720, 727, and 707 aircraft.

23 57. As an aircraft mechanic at SFO Helicopter Inc., Phillip Sperl was exposed to
asbestos while performing maintenance and repair work on Douglas DC-8 aircraft.

1 58. From 1969 through 1971, Phillip Sperl was a mechanic at Wein Consolidated
2 Airlines Aviation and was exposed to asbestos while performing maintenance and repair work on
3 Boeing 737 aircraft.

4 **IV. PLAINTIFFS' CLAIMS**

5 **COUNT I - STRICT PRODUCT LIABILITY**

6 59. Plaintiffs reallege each and every allegation contained in paragraphs 1 through 58
7 as if fully stated herein.

8 60. Under Restatement (Second) of Torts § 402(a) one who sells any product in a
9 defective condition unreasonably dangerous to the user or consumer is subject to liability for
10 physical harm thereby caused to the user if (a) the seller is engaged in the business of selling
11 such a product, and (b) it is expected to and does reach the user or consumer without substantial
12 change in the condition which it was sold.

13 61. Defendants designed, manufactured, marketed, and sold products that contained,
14 or were designed to be utilized with, asbestos-containing parts and materials that were
15 unreasonably dangerous.

16 62. Defendants' products were unreasonably dangerous because they contained
17 asbestos, a known carcinogen, and Defendants failed to adequately warn users of the hazards of
18 asbestos, substitute safer alternative substances, remove the asbestos, or otherwise make their
19 products safe for users like Mr. Sperl.

20 63. Plaintiff Phillip Sperl was repeatedly exposed to asbestos from Defendants'
21 unreasonably dangerous products, thereby causing him to develop mesothelioma, a rare and fatal
22 cancer caused by asbestos.

23 64. Phillip Sperl passed away on June 18, 2020 as a result of his mesothelioma.

COUNT II - NEGLIGENCE

65. Plaintiffs reallege each and every allegation contained in paragraphs 1 through 64 as if fully stated herein.

66. At all relevant times, Defendants had a duty to exercise reasonable care and caution for the safety of individuals using their products, such as Phillip Sperl and others working with and around Defendants asbestos-containing materials, products, equipment, machines and technologies.

67. Defendants knew, or should have known, that the asbestos fibers contained in the materials, products, equipment, machines, technologies, used and or/ located at the above products, had a toxic, poisonous, and highly deleterious effect upon the health of persons inhaling, ingesting, or otherwise absorbing them.

68. Defendants were negligent, grossly negligent, reckless and/or careless in that they failed to exercise ordinary care and caution for the safety of those working with and around their products, including Phillip Sperl.

69. Defendants were negligent in failing to conduct adequate testing to determine the level of airborne asbestos fibers emitted by Defendants' products that it was reasonably foreseeable that individuals such as plaintiff would be exposed to in the work environment.

70. Defendants were negligent in failing to provide adequate warnings about the dangers associated with the use of asbestos products and in failing to advise individuals about how and when to utilize proper respiratory protection.

71. Defendants were negligent in failing to test their products to ascertain whether and to what extent known ingredients were contaminated with asbestos or otherwise contained asbestos.

72. Defendants were negligent in failing to recall its products after discovering the presence of asbestos in the product and the associated risk of mesothelioma.

73. Defendants were negligent in failing to instruct consumers and end users as to adequate safe means of handling and applying the product so as to mitigate or eliminate the risk of exposure to respirable asbestos fiber.

74. Defendants were negligent in failing to comply with applicable federal or state regulations or statutes then governing the sale, use, and handling of asbestos.

75. As a result of Defendants' negligence, Phillip Sperl was repeatedly exposed to asbestos from Defendants' products, thereby causing him to develop mesothelioma, a rare and fatal cancer caused by asbestos.

COUNT III - LOSS OF CONSORTIUM

76. Plaintiffs reallege each and every allegation contained in paragraphs 1 through 75 as if fully stated herein.

77. As a direct and proximate results of Defendant's acts and/or omissions as alleged herein, Plaintiff Barbara Sperl has suffered the loss of her husband's society, love, companionship, comfort, and support prior to the time of his death.

COUNT IV- WRONGFUL DEATH

78. Plaintiffs reallege each and every allegation contained in paragraphs 1 through 77 as if fully stated herein.

79. Plaintiffs are entitled to recover for the Claims stated herein under Oregon Revised Statute § 30.020 because Defendants' wrongful acts and/or omissions set forth in Counts I through III caused Phillip Sperl's death.

- 1 5. Plaintiffs' pecuniary loss and loss of Phillip Sperl's services, comfort, care, society
- 2 and companionship;
- 3 6. Past loss of household services;
- 4 7. Punitive damages;
- 5 8. For the reasonable costs and attorney and expert/consultant fees incurred in
- 6 prosecuting this action; and
- 7 9. For such other and further relief as this Court deems just and equitable.

8 DATED this 27th day of August 2020.

9 BERGMAN DRAPER OSLUND UDO, PLLC

10 /s/ Vanessa J. Firnhaber Oslund

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